

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/28/2012	2. CONTRACT NO. (if any) GS23F9755H	6. SHIP TO:	
		a. NAME OF CONSIGNEE	

3. ORDER NO. DE-DT0004913	4. REQUISITION/REFERENCE NO. 12EE000969	EERE (FORS)	
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5. ISSUING OFFICE (Address correspondence to) Office of HQ PS (HQ) U.S. Department of Energy Office of Headquarters Procurement MA-64 1000 Independence Ave., S.W. Washington DC 20585		b. STREET ADDRESS U.S. Department of Energy Office of Energy Efficiency & Renewable Ener. Forrestal Building 1000 Independence Avenue, SW	
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c. CITY Washington	d. STATE DC	e. ZIP CODE 20585
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7. TO: HEATHER BOSETTI	f. SHIP VIA
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a. NAME OF CONTRACTOR BOOZ ALLEN HAMILTON INC	8. TYPE OF ORDER	
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b. COMPANY NAME	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 8283 GREENSBORO DRIVE	REFERENCE YOUR:	

d. CITY MCLEAN	e. STATE VA	f. ZIP CODE 221023838
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9. ACCOUNTING AND APPROPRIATION DATA	10. REQUISITIONING OFFICE EERE (FORS)
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	
<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	
<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)	

13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 04/30/2013	16. DISCOUNT TERMS NET 30
a. INSPECTION Destination	b. ACCEPTANCE Destination		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 36-2513626 DUNS Number: 162823777 Study on the Geothermal Technologies Program 2009-2010 U.S. Geothermal Market Report for the Department of Energy, Energy and Efficiency Renewable Energy (EERE) Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME OR for HQ			17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)	U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4937		
c. CITY Oak Ridge	d. STATE TN	e. ZIP CODE 37831	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Ryan J. Miller TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/28/2012

GS23F9755H

DE-DT0004913

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
00001	<p>program.</p> <p>See Task Order Body...</p> <p>Mark For:</p> <p>EERE (FORS)</p> <p>U.S. Department of Energy</p> <p>Office of Energy Efficiency & Renewable Ener.</p> <p>Forrestal Building</p> <p>1000 Independence Avenue, SW</p> <p>Washington DC 20585</p> <p>Fund: 05450 Appr Year: 2012 Allottee: 60</p> <p>Report Entity: 300328 Object Class: 25221</p> <p>Program: 1009206 Project: 0000000 WFO:</p> <p>0000000 Local Use: 0384500</p> <p>Period of Performance: 10/01/2012 to 04/30/2013</p> <p>Geothermal Market Report</p> <p>Line item value is:: \$117,330.00</p> <p>Incrementally Funded Amount: \$100,000.00</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**STATEMENT OF WORK
FOR
Geothermal Technologies Program – U.S. Geothermal Market Report
(for a Twelve Month Study)**

1. **SCOPE:** The purpose of this task is to identify the market status and trends of geothermal energy over the period of January 1, 2009 through December 31, 2010. The market report will focus on geothermal electricity production – not direct use applications or ground source heat pumps. At a minimum, the report shall include information about: installed capacity in the U.S.; exports of U.S. geothermal products and services; advances in geothermal technologies; cost, price and performance trends; corporate news (mergers, bankruptcies); policy and market drivers; role of government programs; barriers to and opportunities for development; and a directory of U.S. geothermal companies.

The contractor shall conduct research through a review of written materials and telephone interviews. Effort should be made to include information from a large number of industry participants rather than relying on just a few sources. The report should provide references for facts and figures. A directory of U.S. geothermal companies should be included as an appendix, including: name of company, location, key executives, website, market cap, etc.

A good example of a renewable energy market report can be found at:

http://www1.eere.energy.gov/windandhydro/pdfs/2009_wind_technologies_market_report.pdf

f. A draft U.S. Geothermal Market Report for 2009 will also be made available to the contractor to use as a resource. It is expected that additional research for 2009 and subsequent years will be conducted as part of this project. The contract will be awarded under GSA Schedule 874 1: Management & Consulting Services/Consulting Services.

2. **BACKGROUND:** Comprehensive information about the geothermal industry is useful to DOE staff, policymakers, investors, the private sector, and those interested in learning more about renewable energy resources in general. DOE will make this information available to the public at no cost and will post the report on the Geothermal Technologies Program website when complete.

3. **PERFORMANCE REQUIREMENTS:**

3.1 The Government will evaluate the contractor's performance under this contract. This is a performance-based contract subject to the objectives, measures, and expectations contained in this statement of work. The contractor agrees that unacceptable work, as designated by the Contracting Officer's Representative (COR) must be corrected by the contractor at no extra expense to the government.

3.2 The performance requirements are integral to each task assignment issued by the COR and will be expressed in the following manner. Each performance requirement will contain the three elements: Objectives, Measures, and Expectations. In each case, when applied together, these three elements constitute a performance requirement:

- Performance Objective – A statement of the outcome or results expected in a specific task area.
- Performance Measure – The critical characteristics or aspects of achieving the objectives that will be monitored and assessed by the Government, such as quality, timeliness and cost. Each objective may have one or more measures. The Technical Monitors will identify specific performance measures for each task as applicable and incorporate them into the specific task assignment.
- Performance Expectations – The targeted level or range of levels of performance for each performance measure. The Technical Monitors will identify the expectations for each measure and incorporate them into the specific task assignment.

The following measures and expectations are applicable to each Work Area listed below:

Performance Measures	Performance Expectations
Performance Schedule	95% of the time deliverables are accurate, complete, and submitted on time in accordance with the established agreed to delivery date.
Product Quality	95% of the time products are prepared in a manner suitable to DOE.

PERIOD OF PERFORMANCE: Seven months from the signing of the contract by both parties.

ON SITE/OFF SITE: This task will be performed offsite.

SPECIFIC TASKS:

Develop report outline: The contractor shall provide a detailed outline for the market report for review and approval by DOE.

Prepare and submit draft report(s): As work progresses, the contractor shall contact the COR if there are any questions related to content, length or other issues. DOE may recommend information sources and/or people to contact for interviews. The contractor shall provide a draft market report for review and approval by DOE. The contractor and the COR shall meet in person or by phone to discuss the first draft. An additional draft may be required if there are significant gaps.

Prepare and submit final report: The contractor shall submit the final report to the COR for approval.

Present final report to Geothermal Technologies Program staff: The contractor shall summarize highlights of report findings and present them to the Geothermal Technologies Program staff within 30 days of DOE's approval of the U.S. Geothermal Market Report. DOE reserves the right to publish or not publish the report.

DELIVERABLES AND REPORTING REQUIREMENTS:

ITEM	DELIVERABLE	DUE BY
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DE-DT0004913.000
Attachment 1

1	Report Outline	1 month from contract signing
2	1 st Draft Market Report	4 months from contract signing
3	2 nd Draft Market Report (if required by DOE)	5 months from contract signing (if required by DOE)
4	Final Market Report	6 months from contract signing
5	Presentation to DOE	7 months of contract signing

Position Descriptions for U.S. Geothermal Market Study

These descriptions represent the minimum qualifications for the respective labor categories.

Experience may NOT be substituted for education.

A degree must be from an accredited college or university.

Qualifications of Key Positions

KEY PERSONNEL

PROJECT MANAGER (Key Personnel)

This position requires a senior level manager with experience at the supervisory level on work that is comparable to that described in the Statement of Work. Knowledge of the geothermal electricity industry is required. At least one year of relevant experience is preferred, such as: serving as a lead author on analytical reports focused on the geothermal sector; working as a geothermal power plant developer or operator; or other prior consulting experience related to geothermal energy production.

This position serves as the designated contractor representative acting as the primary contact for all matters between the Government and the Contractor, and provides management oversight for the contract. The Project Manager is responsible for the overall management of the contract and the technical direction and review of work products to ensure competent and compliant performance of the Contractor personnel.

A Bachelor's degree is required in an appropriate field (e.g., business administration, engineering, or geosciences). An advanced degree in these fields is preferred. Additional professional education and training in management principles and practices for this type of effort is desirable.

ENERGY ANALYST (Key Personnel)

This position requires general expertise that is directly applicable to the Statement of Work, particularly in market research and writing analytical reports. Experience in renewable energy (particularly geothermal) is also required.

A Bachelor's degree is required in an appropriate field (e.g., business administration, engineering, or geosciences). An advanced degree in these fields is preferred. Additional professional education and training in management principles and practices for this type of effort is desirable.

A. U.S. Department of Energy
Office of Fossil Energy
Attn: Tobin Gatto, EE-3A
1000 Independence Avenue, SW
Washington, DC 20285

B. U.S. Department of Energy
Office of Headquarters Procurement Services
Attn: Linda S. Sapp, ME-642.1
1000 Independence Avenue, SW
Washington, DC 20285

REPORTING REQUIREMENTS CHECKLIST

PURPOSE

The Checklist identifies and communicates additional reporting requirements which are not otherwise set forth in DOE contractual agreement. It will be included as part of the contractual agreements. The checklist will be completed for each contract or financial incentives agreement. If necessary, special instructions may be appended to modify the checklist to adapt it to specific situations.

INSTRUCTIONS

Items 1. Enter the title of the project as indicated in the procurement request, contract, interagency agreement, initiating memorandum, or official award, as appropriate

Note: Frequency codes represent specific reporting frequencies for each selected report. The frequencies are recommended in the solicitation and negotiated prior to award. The number of copies required and the addresses are similarly finalized prior to award.

Item 2. Enter the identification number of the procurement request, contract award, or financial incentives agreement, as appropriate.

Item 5. This item lists the possible frequency codes to be applied in the section of reporting requirements.

Item 3. Enter the name and address of the participant.

Item 6. Attach special instructions as necessary. check the appropriate box(es)

Item 4. check spaces to indicate plans and reports selected. For each reporting requirement selected, indicate the frequency of delivery using one of the frequency codes from Item 5. The addresses to whom reports will be sent and the total number of copies required will be referenced in an attached coded distribution list.

Item 7. Signature of person preparing checklist and the date prepared

Item 8. signature of person reviewing the checklist and date reviewed

(5-02)
EFG (05-02)

United States Government

Department of Energy

MEMORANDUM

DATE: **September 28, 2012**

REPLY TO
ATTN OF: MA -642.1 (LSSapp)

SUBJECT: Designation of Contracting Officer's Representative (COR); Contractual Number:
DE-DT0004913 (GS-23F9755H) Contractor: Booz Allen Hamilton

TO: **Tobin Gatto, EE-3A**

Pursuant to DOE Order 541.1A, you are hereby designated to act as the Contracting Officer's Representative (COR) for technical monitoring in relation to the supplies and/or services to be provided under the subject contract. This formal Contracting Officer's designation is personal to you and may not be redelegated to others. As COR you may delegate, in writing, specific monitoring and inspecting responsibilities within your delegated authority, insuring each inspector and monitor has appropriate training and knowledge for their assignments. However, the ultimate responsibility for performance of the inspectors, the monitors, and your delegated duties remains yours alone.

The COR shall prepare a Memorandum for the Record (MFR) of all meetings, trips, and telephone conversations relating to the contract. Each record and all correspondence relating to the contract shall cite the contract number. The COR shall insure all delegated monitors and inspectors prepare MFRS. All of the MFRS, delegation memorandums, sub task orders, technical direction letters, vouchers and other correspondence shall be maintained in the Official COR Administration Files. A copy of all delegations, MFRS, records, Contract documents and other correspondence shall be furnished to the Contracting Officer, upon request. The utmost care must be given to restrictions regarding, proprietary data, source selection information, as well as classified and business sensitive information.

The COR shall comply with the requirements for procurement integrity as set forth in Federal Acquisition Regulations (FAR) 3.104 and promptly report to the cognizant contracting officer any information concerning a violation or possible violation of procurement integrity requirements.

Your responsibilities as COR grow out of the provisions of the subject contract, DOE Order 0541.1 and the Office of Federal Procurement Policy, Policy Letter 92-1. Your duties will consist of the following:

- a. Prepare Sub Task Orders in accordance with the contract clauses entitled "Ordering Procedure" and "Technical Direction" ensuring that the work to be performed under all issued sub task orders: 1) is within the Scope and Statement Of Work of the contract; 2) does not include any inherently government functions; 3) does not constitute a change as defined in the contract clause entitled "Changes;" 4) does not in any manner cause an increase or decrease in the total price or the time required for contract performance; 5) does not change any of the expressed terms,

conditions or specifications of the contract; or 6) interfere with the Contractor's right to perform the terms and conditions of the contract.

b. Monitor technical compliance. Insure that the Contractor complies with all technical requirements of the work defined in the scope of work, either included in or attached to the contract, including reports, documentation, data, work products, milestone schedules and deliverables. In this connection, you will:

- (1) inform the Contracting Officer in writing of any performance failure by the Contractor;
- (2) inform the Contracting Officer if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for remedial action;
- (3) insure that the Government meets its contract obligations to the Contractor. This includes, but is not limited to, Government-furnished equipment and services called for in the Contract, and timely Government comment on or approval of draft contract deliverables as may be required by the Contract.
- (4) inform the Contracting Officer in writing of any needed changes in the narrative scope of work described in the Contract. A Procurement Request should be initiated to effect any changes in the scope of work. No such change shall be effective until a modification is exercised.
- (5) If applicable, issue written technical direction in accordance with the Technical Direction clause in the contract. However, you may not issue technical direction which:
 - (i) Constitutes an assignment of additional work outside the Statement of Work;
 - (ii) Constitutes a change as defined in the contract clause entitled "Changes";
 - (iii) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (iv) Changes the expressed terms, conditions or specifications of the contract; or Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (6) Review contract deliverables for unauthorized work and any evidence of organizational conflicts of interest problems.
- (7) Insure that, in accordance with Office of Management and Budget, Office of Federal Procurement Policy, Policy Letter 92-1, entitled

"Inherently Government Functions," Contractor performance does not usurp those functions so intimately connected with Government operations that they must be performed by Government employees in order to retain essential control and responsibility. These functions involve exercising discretionary authority and making final value judgements that affect the day-to-day and long-term development, execution, and evaluation of Government programs.

c. Monitor the technical, administrative and funds aspects.

- (1) Notify the Contracting Officer immediately of any indication that the cost to the Government for completing performance under the contract will exceed the amount stated in the contract.
- (2) Report any indication that costs are being incurred which are not appropriately chargeable to this contract.
- (3) Monitor travel performance under the contract to assure the necessity therefore and the duration thereof.
- (4) Check one Block:
 - [] Review and concur on vouchers for payment.
 - (i) Review and concur on vouchers for reasonableness and applicability of cost and appropriateness of the fee and costs claimed.
 - (ii) If you question the Contractor's claimed costs, progress, delivery, and/or fee claimed in (a) above, prepare a memorandum to the Voucher Approving Official indicating what documentation is necessary to clarify the questioned costs. If all the costs are questioned you are to prepare a memorandum to the Voucher Approving Official explaining why you question the costs. Copies of the above memorandum will be sent to the Voucher Approving Official. A copy of all correspondence must also be maintained in the COR's files.
 - (iii) Send a copy of the voucher cover sheet with a block marked "I certify that the goods or services billed on this invoice have been received and accepted in accordance with all the terms and conditions of the order/contract and payment is recommended" that is both signed and dated by you, to the Voucher Approving Official. If you have questioned any cost, clearly annotate which costs are questioned and the voucher amount that you believe to be payable.

[XXX] Review and approve vouchers for payment.

- (i) Review and approve vouchers for reasonableness and applicability of cost and appropriateness of the fee and costs claimed.
- (ii) If you question the Contractor's claimed costs, progress, delivery, and/or fee claimed in (a) above, prepare a letter to the Contractor requesting documentation to clarify the questioned costs. If all the costs are questioned you are to return the voucher to the contractor. Copies of the above letters and memorandum will be sent to the Office of Headquarters Accounting Operations, Accounts Payable Division, with a copy of the face page of the voucher. A copy of all correspondence must also be maintained in the COR's files.
- (iii) Send a copy of the approved voucher cover sheet with the approval block of the Standard Form 1034 completed dated and signed, or a block marked "Approved for Payment", that is both signed and dated by you, to the Office of Headquarters Accounting Operations, Accounts Payable Division. If you have questioned any cost, clearly annotate which costs are questioned and the voucher amount that is determined by you to be payable.

d. Property Management. You are requested to:

- (1) review and comment on the Contractor's requests for Government-furnished facilities, supplies, materials and equipment and forward the requests to the Contracting Officer for disposition.
- (2) review and comment on the Contractor's requests for consent of purchase of supplies, materials, and equipment, and forward the requests to the Contracting Officer for disposition.

e. Resolve Technical Differences. Assist the Contractor in interpreting technical requirements of the subject contract's scope of work. All technical questions arising out of the contract which cannot be resolved without increasing costs, alterations or changes to the contract scope, or the occurrence of unresolvable differences should be reported in writing to the Contracting Officer. Such report should contain the facts and recommendations pertinent to the questions at issue.

f. Conduct or assure the Government inspection and acceptance are accomplished for (check one block):

all items, or
 the following items:

g. Complete Contractor Performance Reports. Using the National Institutes of Health (NIH) Contractor Performance System, electronically complete and forward to the Contracting Officer, the COR evaluation segment of the performance report required

by the Department. Coordinate any revisions to the COR segment of the Contractor Performance Report that are deemed necessary by the Contracting Officer.

h. Assist in the Closeout of the Contract. Upon completion of the work::

- (1) Promptly advise the Contracting Officer of the actions yet to be taken on the expiring instrument.
- (2) Forward to the Contracting Officer the Closeout Form entitled "Exhibit 4 - Final Acceptance" attesting to the Contractor's completion of the technical performance under the contract and delivery of all goods and services and to your acceptance of all goods and services for which inspection and acceptance are herein delegated.
- (3) Forward to the Contracting Officer all records and documents pertinent to the administration of the contract which were retained by you in your capacity as COR during the period of contract performance.
- (4) Forward to the Contracting Officer a statement that any DOE photo identification badges issued to contractor personnel were returned to the DOE Program/Project Office.
- (5) If the contract contains classified requirements, forward the following documents to the Office of Security Affairs:
 - (i) Complete identity and classification of all classified material provided to the Contractor for performance of the contract.
 - (ii) Complete identity of all classified material generated by the Contractor under this contract.
 - (iii) Identity of material indicated in (a) and (b) above which you authorized the Contractor to retain.
 - (iv) Certification that all classified material not authorized for retention has been returned or destroyed by the Contractor as required.
- (6) Promptly provide funds at the conclusion of financial audits of the contractor's direct and indirect rates on cost reimbursable contracts or other instruments if it is determined that there was a cost overrun and that additional funds are required.

In connection with the performance of all of the above, you are NOT authorized to negotiate terms or make any agreement or commitments with the Contractor which modify the terms and conditions of the contract (i.e., contract amount, contract period of performance, contract scope of work). Only the Contracting Officer is authorized

to accept nonconforming work, waive any requirement of the contract, or modify any term or condition of the contract.

The attached procedures entitled:

- "Voucher Processing Procedures"
- "Task Assignments under Support Service Contracts"
- Other (specify)

are included as part of this delegation memorandum. Your acknowledgement is requested on the next page.


Ryan Miller
Contracting Officer

U.S. Department of Energy
1000 Independence Avenue, S.W.
Office of Headquarters Procurement Services
Attn: Linda S. Sapp, MA 642.1
Washington, D.C. 20585-1615
202-287-1518

Sign and return two originals to Contracting Officer at the
above address and keep one copy for your files.

Signature
Authorized Contracting
Officer's Representative

Date

1.0 TERM OF TASK ORDER (JAN 1992)

The term of this Task Order is October 1, 2012 through April 30, 2013.

2.0 CEILING PRICE OF TASK ORDER

The ceiling price of the Task Order is

3.0 FUNDING

The funding and task order value will be the same throughout the term of the task order. Total funds in the amount of _____ have been allotted for obligation and are available to pay for services provided from September 28, 2012 through the period estimated to end April 27, 2013. The contractor will not exceed the available funding under this clause. The DOE is not obligated to pay the contractor if the contractor incurs cost in excess of the available funding.

4.0 LABOR RATES

Period 10/01/2012- April 30, 2013			
Booz Allen-Hamilton		GS-23F-9755H SIN 874 (Expires 9/30/17)	
Labor Category	GSA Rate	% Discount	DOE Discounted Rate

5.0 SPECIFIC NON-REIMBURSABLE COSTS

The Contractor shall not be reimbursed for any direct costs for the following items: Entertainment; liquor; secretarial or clerical support time; word processing; computers or general application software; client development and related activities; trade publications, books, treatises, background materials and other similar documents; professional/education seminars and conferences; preparation of invoices; parking fines or any other fines or penalties for illegal conduct; and food, beverages and the like when the contractor is not in travel status and away from the home office. No invoices are to contain any items representing disbursements made for the benefit of the contractor's current personnel.

6.0 INCURRING OF COST WHILE IN-TRANSIT

The contractor will not charge the DOE for time in transit between locations. Examples(s): local travel between the contractor's office location in the Washington, DC metropolitan area and the Forrestal Building; or, long distance travel between the contractor's office in the Washington, DC metropolitan area and the Oak Ridge, TN laboratory. The only exception to this clause is where the contractor had conducted a meeting or support of the task while in transit and the COR approved such charges.

7.0 ESTIMATED LEVEL OF EFFORT

The Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH):

PERIOD: October 1, 2012 through April 30, 2013
 DPLH: 880
 165

DPLH are defined as actual hours worked on this Task Order exclusive of vacation, holiday, sick leave and other absences. DPLH include subcontract hours used in performance of this Task Order. Upon reaching the DPLH within the specified period of performance, the Contractor's

requirements under the Task Order shall be considered to be fulfilled and the provision of any additional hours is not authorized.

In the event direct labor-hours in excess of the specified DPLH are required to accomplish the prescribed work during the period of performance, the Contractor shall not proceed beyond the DPLH until a bilateral modification to the Task Order is executed, except in the limited situations in which the Changes clause of the Task Order may be applicable. Any estimated adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours specified in this clause and any other terms and conditions of the Task Order shall continue to apply.

Any adjustment in the Task Order in accordance with these provisions shall be evidenced by a Task Order modification.

8.0 DIRECT LABOR RATES (JUL 1991) (LABOR RATES AND CATEGORIES ARE LISTED IN 4.0 LABOR RATES)

The Direct Labor is based on a fully burdened fixed hourly rate per labor category and is all inclusive of all costs associated with direct labor including wages, fringe benefits, overhead, general and administrative expenses and profit.

The Direct Labor is based on fully burdened fixed hourly rates as negotiated and is all inclusive of all costs associated with direct labor including wages, fringe benefits, labor overhead, general and administrative expenses, and profit.

Contractor may bill for the individuals where provided and labor categories designated in each category of labor. Billing for any other individual(s) or labor categories not identified in clause 4.0 of the Task Order shall be rejected as the rates(s) have not been negotiated and incorporated into the Task Order. The other direct cost pool will not be used to pay for any support services.

The rates indicated for each year of the Task Order shall apply to all DPLH provided during that respective year of the Task Order. (See clause 7.0 "Level-of-Effort")

Other Direct Cost, Not Exceed \$0 plus a not to exceed handling rate of 0% are included in the Total Ceiling Price of Task Order. The Other Direct cost and handling charges are not subject to the Profit. The contractor understands that the amount of the Other Direct Costs is only an estimate and that the total of the Other Direct Costs is not guaranteed by the Government. Other Direct Costs will not be for any open market purchases.

Other Direct Costs (ODC), to include: GSA price Software Licenses, COR approved travel, express mail.

The reimbursement of Other Direct Costs will be based upon the COR determination of reasonableness and allocability to the Task Order. All travel shall be in accordance with U.S. Government Travel Regulations. Charges for luxury hotels and rental car are excess of Government Per Diem and rates or services such as movies and fitness facilities are not reimbursable.

9.0 REVISED GSA LABOR RATES:

The Task Order will be modified to accept the new GSA MOBIS Schedule contract labor rates. When GSA modifies the MOBIS Schedule contract for the previously unpriced periods, the DOE may modify the task order to accept the labor rates. The DOE discount percentage will be applied to the new rate under their GSA contract for the applicable time-period. The Contracting Officer is not required by the provision to take any action that increases the rates payable by DOE from those included in the task order.

10.0 ADDITIONAL BILLING INSTRUCTIONS

Travel authorized shall be approved by the U.S. Department of Energy Contracting Officer's Representative identified in Clause 11.0 of the Task Order only. No contractor profit will be applied to any travel or per diem costs. The contractor shall submit receipts in excess of \$25 associated with travel and per diem. Car rental must be requested in advance of travel. The U.S. Department of Energy Contracting Officer's Representative will provide to the contractor a written authorization when car rental is authorized. Other Direct Costs, such as travel shall be reimbursed with a handling charge not to exceed 3.5%. Team member labor costs shall be reimbursed with a handling charge not to exceed 3.5%.

The Contractor must submit, in accordance with the Payments provisions of this Task Order, an electronic invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <<http://finweb.oro.doe.gov/vipers.htm>>. The benefits of using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices.

Each invoice submitted shall include the following:

- a) Task Order Number
- b) Contractor Name
- c) Date of Invoice
- d) Invoice Number
- e) Amount of Invoice
- f) Period Covered by Invoice
- g) Cumulative Amount Invoiced to Date
- h) Labor charges shall be accompanied by the following:

(i) A summary listing and listing of the hours expended by individual work orders (issued by the COR) during the invoice period and total to date, broken down by labor category with the associated fixed labor rates identified within this task order. Contractor will not bill for any labor categories that are not listed in the Task Order.

Invoices that span two or more years shall be segregated by each period of the task order and have a continuing cumulative total by labor categories, and individual work orders assignments issued by the COR.

Invoices will provide totals per month for hours, labor expenditures and other direct costs (ODC). ODC will be listed individually with each invoice. Totals will additionally be provided cumulatively throughout the Task Order term.

Contractor will not expend funds in excess of available funding provided in clause 4.0.

Pursuant to FAR Subpart 52.232-7, the Contracting Officer's Representative shall withhold from payment 2.5% of the direct labor being billed. The maximum withholding will be \$50,000 over five years.

The invoice will also contain a certification signed by the contractor to the effect that:

"Under penalty of law, *Booz Allen Hamilton*, certifies that the invoice is truthful and accurate, and that the services and charges set forth herein comply with the terms and conditions of the subject task order, and that the costs and charges set forth herein are necessary and reasonable."

(vii) The contractor will bill the U.S. Department of Energy once per calendar month or

once every 30 days.

11.0 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR) ADDRESS (JAN 1990)

(a) The Contracting Officer's Representative's address is as follows:

U.S. Department of Energy
ATTN: Tobin Gatto
Office Symbol EE-3A
1000 Independence Ave., S.W.
Washington, D.C. 20585
Telephone Number: (202) 586-9957

(b) The Contractor shall use the COR as the point of contact on technical matters (See the Correspondence Procedures clause, above, for definition), subject to the restrictions of the clause 12.0 entitled "Technical Direction".

12.0 TECHNICAL DIRECTION (JAN 2000)

(a) Performance of the work under this Task Order shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this Task Order. The term "technical direction" is defined to include, without limitation:

- (1) Directions to the contractor which fill in details or otherwise serve to accomplish the contractual Statement of Work.
- (2) Provision of written information to the contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
- (3) Review and, where required by the Task Order, approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government under the Task Order.

(b) Technical direction must be within the scope of work stated in the Task Order. The COR does not have the authority to, and may not, issue any technical direction which:

- (1) constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the Task Order clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total price or the time required for Task Order performance;
- (4) Changes any of the expressed terms, conditions or specifications of the Task Order;
or
- (5) Interferes with the contractor's right to perform the terms and conditions of the Task Order.

(c) All technical directions shall be issued in writing by the COR.

(d) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the contractor shall not proceed but shall notify the contracting Officer in writing within five (5) working days after receipt of any

such instruction or direction and shall request the Contracting Officer to modify the Task Order accordingly. Upon receiving the notification from the contractor, the Contracting Officer shall:

- (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the Task Order effort and does not constitute a change under the "Changes" clause of the Task Order; or
- (2) Advise the contractor within a reasonable time that the Government will issue a written change order.

13.0 WORK ORDER PROCEDURE

Performance under this Task Order shall be subject to the following ordering procedure:

(a) The Contractor shall incur costs under this Task Order only in the performance of Work Orders and revisions to Work Orders issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the Contracting Officer's Representative (COR).

(b) From time to time during the period of performance of this Task Order, Work Orders will be issued in writing by the Contracting Officer's Representative to the Contractor designating

- (1) the task to be performed;
- (2) the schedule of performance;
- (3) authorized travel; and

(4) any Government-furnished property. Such Work Orders will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor acquired will also be listed in the property schedules of this Task Order as well as in the individual Work Orders.

(c) Work Orders will be issued on forms specified and provided by the Government. Work Orders will be numbered. A revision to a Work Order will be identified by an alpha designation following the existing Work Order number indicating the revision sequence.

(d) The Contractor shall submit within ten (10) calendar days, after receipt of each Work Order issued by the Contracting Officer's Representative, a Contractor Work Order Plan on forms specified and provided by the Government. The Work Order Plan is the Contractor's overall estimate for the completion of the Work Order and shall include the following:

- (1) Date of commencement of work, and any necessary revision to the schedule of performance.
- (2) Direct Productive Labor Hours (DPLH), both straight and overtime (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (4) below, estimated to complete the work order.
- (3) The travel and material estimate.
- (4) An estimate for subcontractors and consultants, including the DPLH, if applicable.
- (5) Estimated computer use time, if applicable.

(6) Other pertinent information, inter-divisional transfers, etc.

(7) The total estimated amount for completion of the Work Order.

(e) The Contractor's Work Order Plan is subject to the review and acceptance of the Contracting Officer's Representative. After a Work Order is issued, if any revision becomes necessary to the estimated amount (more than + or - 10% variance), or level-of-effort (more than + or - 10% variance), the Contractor shall promptly submit to the Contracting Officer's Representative a revised Work Order Plan with explanatory notes. Revised Work Order Plans submitted by the Contractor are also subject to the review and approval of the Contracting Officer's Representative.

The contractor will only utilize labor categories found in Attachment 3 to the Task Order.

(f) This ordering procedure is of a lesser order of precedence than the "Payments Under Time-and-Materials and Labor-Hour Contracts," "Funding," "Term of Contract," or "Level of Effort" clauses of the Task Order. The Contractor is not authorized to incur costs on Work Orders which are not in compliance with any of those clauses of the Task Order.

14.0 COR TECHNICAL DIRECTION

The Contracting Officer's Representative (COR) identified in clause 11.0 will prepare and issue written technical directions to the contractor in the conduct of the Task Order to ensure that the work performed is in accordance with Statement of Work. Written technical directions to the contractor may fill in details omitted from the Statement of Work or otherwise serve to accomplish the Statement of Work. Written technical directions may not (1) cause an increase or decrease in the total Task Order price or the period of performance of the Task Order; or (2) change any of the terms and conditions of the Task Order or the GSA Schedule contract.

The COR shall review and, where required by the Statement of Work, approve technical reports, specifications and technical information required under the Statement of Work.

The COR shall ensure that the contractor complies with all technical requirements of the Statement of Work, including reports, documentation, data, work products, milestone schedules and deliverables. In this connection, the COR shall inform the Contracting Officer, in writing, of any performance failure of the Contractor.

15.0 CORRESPONDENCE PROCEDURES (NOV 2000)

To promote timely and effective administration, correspondence submitted under this Task Order shall include the Task Order number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this Task Order) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer.

(b) Other Correspondence.

(1) All correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The DOE Contract Specialist for the Task Order is located at the address in (d) below and is as follows:

Contract Specialist: Linda Sapp
Telephone Number: 202-287-1518

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this Task Order except technical matters (see (a) above for definition of technical matters).

(d) DOE Contracting Officer Address. The Contracting Officer address is as follows:

Contracting Officer
ATTN: Ryan Miller, MA-642.1
U.S. Department of Energy
Headquarters Procurement Services
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

16.0 MODIFICATION AUTHORITY (APR 1984)

Notwithstanding any of the other provisions of this Task Order, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this Task Order, or
- (c) Modify any term or condition of this Task Order.

17.0 EVALUATION OF DELIVERABLES

The contractor understands that all unacceptable deliverables will result in a low performance rating for performance and the evaluation information will be added to the Past Performance database for access by other Federal Government Employees. Further unacceptable performance will be rejected and the contractor will be required to correct all deficiencies at the Contractor's expense.

18.0 INSPECTION AND ACCEPTANCE.

Inspection and acceptance of all items under this Task Order shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR). The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

Inspection and Acceptance will be in accordance with FAR 52.246-6 Inspection—Time-and-Material and Labor-Hour (May 2001).

19.0 MARKING (APR 1984)

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) identifies the Task Order by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the

delivered item(s).

(3) Indicates whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the Task Order, as identified in clause 4.0 of the Task Order.

20.0 PRINCIPAL PLACE OF PERFORMANCE (APR 1984)

The principal place of performance for this Task Order is at the Contractor's facilities.

21.0 PAYMENT (JUL 1991)

(a) Payment shall be made for DPLH provided in accordance with contract clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts".

(b) Pursuant contract clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," the Contracting Officer shall withhold 2.5 percent of the amount due for provision of DPLH, but the total amount withheld will not exceed \$50,000.

(c) Reimbursement for travel under this Task Order will be at cost and consistent with the U.S. Government Travel Regulations.

(d) All costs incurred for acquisition of materials, travel or other direct items or services will be reimbursed at actual costs (no profit) plus allocable indirect costs in accordance with the contractor's accounting system.

(e) Subcontractors shall be compensated under this Task Order in accordance with the following:

(1) Subcontractors providing DPLH will be paid the fixed rate per DPLH specified in Clause 8.0 "Direct Labor Rates", for the categories of labor provided.

(2) All other subcontracts will be compensated for supplies or services provided on a reimbursable basis in accordance with the contract clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts".

NO SUBCONTRACTORS APPROVED

22.0 POSITION QUALIFICATIONS (APR 1984)

Contractor direct labor personnel assigned to the performance of this Task Order shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Descriptions" attachment set forth in, Attachment 2, to this Task Order, except as the Contracting Officer may otherwise authorize.

23.0 DEAR 952.215-70 KEY PERSONNEL (DEC 2000)

(a) The personnel listed in clause 26.0 are considered essential to the work being performed under this Task Order. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(1) Notify the Contracting Officer reasonably in advance;

(2) submit justification (including proposed substitutions) in sufficient detail to permit

evaluation of the impact on this Task Order; and

(3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at DEAR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the Task Order to add or delete personnel.

24.0 CONTRACTOR'S PROGRAM MANAGER

(a) The contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this Task Order.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the Task Order.

25.0 REQUIRED KEY PERSONNEL (APR 2005)

Pursuant to the clause 24.0 entitled "Key Personnel," the contractor's key personnel are as follows:

<u>NAME</u>	<u>TITLE</u>
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The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance of any diversion or substitution of any of these individuals. That period of time shall not be less than thirty (30) days.

26.0 SERVICES OF CONSULTANTS (DEC 1996)

(a) In addition to the provisions of the clause of this Task Order entitled "Subcontracts (Time-and-Materials and Labor-Hour Contracts)" the prior written consent of the Contracting Officer also shall be obtained:

(1) Whenever any employee of the Contractor is to be reimbursed as a "consultant" under this Task Order; or

(2) For the utilization of the services of any consultant under this Task Order exceeding the daily rates of exclusive of travel costs, or

(3) Where the services of any consultant under this Task Order will exceed ten days in any calendar year, or exceed a total value of \$2,500.

(b) Whenever Contracting Officer written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.

All consultants or subject matter experts must belong to a Labor position of the same, or similar, title under an approved labor rate within this Task Order.

27.0 PAYMENT OF OVERTIME

There is no overtime available under this Task Order.

28.0 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (DOE SITE EMPLOYEES)

The Government hereby provides "notices" and the Contractor hereby acknowledges "receipt" that all Government site personnel assigned to this Task Order shall limit their observation of holidays to those set forth below:

President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Christmas Day	New Year's Day
Columbus Day	Martin Luther King, Jr. Day

The ten Federal Holidays noted above are to be paid to the contractors employees from the fringe benefit or overhead accounts. The leave hours associated with the ten Holiday(s) will not be direct charged to the Task Order.

The Government hereby provides notices and the Contractor hereby acknowledges receipt that all Government site personnel assigned to this Task Order shall be automatically relieved from duty by virtue of the fact that Government employees have been dismissed under the following conditions:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by the President's Proclamation

When contractor personnel have been relieved based on Federal Statute, Executive Order or Presidents Proclamation, the contractor's employees will be paid for their leave from the contractor's fringe benefit or overhead accounts. However, where the contractor has not included a contingency in the fringe benefit or overhead account for the subject leave hours, then such required leave may be direct charged to the Task Order. When direct charging for leave hours associated with Federal Statute, Executive Order or Presidents Proclamation, **the contractor will place a certification in the applicable invoice as follows:**

"I hereby certify that Booz Allen and Hamilton fringe benefit or overhead accounts do not contain a contingency to pay leave associated with Federal Statute, Executive Order or Presidents Proclamation. Accordingly, since there is no budget allotment for such leave in our fringe benefit or overhead accounts, we request direct payment for such leave."

The contractor shall observe the above holidays on the date observed by the Government. It is understood and agreed between the Government and the Contractor that observance of such

days by Government personnel shall not "on-its-face" be cause for an additional period of performance, or entitlement of compensation except as set forth within the Task Order.

Administrative Leave: When the Government grants administrative leave to its employees, contractor personnel shall also be dismissed. When administrative leave is granted to contractor personnel assigned on-site as result of inclement weather, potentially hazardous conditions, and other special circumstances, when granted by the Contracting Officer, it will be without loss to the Contractor. In this instance, the cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost for employees whose regular time is normally charged direct (in accordance with the contractor's accounting policy). In each instance, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his duly appointed representative.

When the DOE Federal employees are furloughed, the Contracting Officer will determine if the contractor's employees under this Task Order are to be furloughed without compensation. Contractor agrees that unpaid furloughs are not subject to the Disputes clause.

When the U.S. Government is closed due to weather conditions, contractor employees at the DOE, Forrestal Building Facilities in Washington, DC will be dismissed with pay for the same duration as the DOE Federal employees.

29.0 DOE APPROVED PRIME CONTRACTORS TEAM MEMBER.

The contractor is approved to utilize the following GSA schedule contractors. The approved labor rates for these firms are found in Attachment 2 to this Task Order.

N/A

The contractor will provide to the contracting Officer of whether or not there is an actual, potential or appearance of an Organizational Conflict of Interest (OCI) for each of their proposed team members. Each team member's contract will contain the OCI clause in Attachment 5. The prime contractor will continue to monitor the OCI disclosure of their team members throughout the term of this Task Order. Updates will be provided with any change to the disclosures at a minimum of once every 12 months from the date of the Contracting Officer's approval of the team members. The contractor will not commence work with a team member without the written approval of the Contracting Officer.

30.0 POST-EMPLOYMENT CONTRACTS (JAN 1996)

The Contractor agrees that it will not enforce any legal right it may have or acquire to prevent any of its employees who, within twelve months prior to release of a competitive solicitation for a succeeding contract, are performing work directly charged to this Task Order, from accepting or agreeing to accept employment with a successor contractor or offeror under a solicitation for a succeeding contract. Nothing in this clause shall prevent the Contractor from entering into and enforcing secrecy agreements with its employees which do not impair any rights which the Government may have to the data or information covered by such agreements. For purposes of this clause, "succeeding contract" shall mean one or more contracts under which work that serve the same or similar functional purposes as part or all of the work performed on this Task Order, is procured by the Government. The substance of this clause shall flow down to subcontractors at all tiers.

31.0 GOVERNMENT PROVIDED SERVICES-ON DOE LOCATION

(a) Utilities - the Government will furnish, without charge to the contractor, utilities from existing sources, which include water, electricity, sewage, heating and cooling.

(b) Custodial Services - the Government will provide adequate custodial services. The contractor shall maintain contractor occupied areas in a neat and orderly manner.

32.0 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Task Order for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this Task Order.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or Task Order price, or both, and the Task Order shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Task Order; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Task Order.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

33.0 INSURANCE COVERAGE

In accordance with FAR 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997), the contractor is required to carry the following insurance:

GENERAL LIABILITY

Third Person Bodily \$1,000,000.00 combined single
Injury/Property Damage limit, each occurrence.

WORKERS COMPENSATION

- Bodily Injury Accident \$100,000 each accident.
- Bodily Injury by Disease \$500,000 policy limits.
- Bodily Injury by Disease \$100,000 each employee

34.0 ALTERNATIVE DISPUTE RESOLUTION (ADR)

(a) The DOE and the contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a "standing neutral." The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the contractor:

(1) DOE and the contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

35.0 ACCESS TO DOE-OWNED OR LEASED FACILITIES (OCT 2005)

(a) The performance of this Task Order requires that employees of the contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The contractor understands and agrees that DOE has a prescribed process with which the contractor and its employees must comply in order to receive a security badge that allows such physical access. The contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any

Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;

(4) has presented false or forged identity source documents;

(5) has been barred from Federal employment;

(6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or

(7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

(d) The contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the contractor's employee(s), upon

(1) the termination of this Contract;

(2) the expiration of this Contract;

(3) the termination of employment on this Contract by an individual employee; or

(4) demand by DOE for return of the badge.

(e) The contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

36.0 GREEN PURCHASING UNDER DOE SERVICE CONTRACTS-Applicable only to the Invoices Associated with this Task Order.

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of Federal employees and contractor service providers. In the performance of work under this Task

Order, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

37.0 DEAR 970.5204-59 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (JAN 1993)

(a) The Contractor shall comply with the requirements of the ADOE Contractor Employee Protection Program at 10 CFR Part 708.

(b) The Contractor shall insert or have inserted the substance of this clause including this paragraph (b), in subcontracts, at all tiers, with respect to work performed on-site at DOE-owned or -leased facilities, as provided for at 10 CFR Part 708.

38.0 COMPUTER SECURITY (DEAR 952.204-77)(AUG 2006).

(a) Definitions.

(1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

(b) Access to DOE computers. A contractor shall not allow an individual to have access to information on a DOE computer unless:

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and,

(2) The individual has consented in writing to permit access by an authorized Investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE or its authorized agents upon request.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this Task Order that may provide access to computers owned, leased or operated on behalf of the DOE.

39.0 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2008)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

40.0 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

41.0 DEAR 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST-DISCLOSURE. (JUN 1997)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

42.0 CONFIDENTIALITY OF INFORMATION (APR 1984)

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all subcontracts.

43.0 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for

each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

44.0 DOE-H-1029 GOVERNMENT FURNISHED PROPERTY AND DATA.

None

45.0 OMBUDSMAN ALT I

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the Contracting Activity ombudsman, Beth Tomasoni, Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the DOE ombudsman, Beth Tomasoni, 202-287-1536. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document. If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a 'fair opportunity to be considered', consistent with Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended and the procedures of the contract.

46.0 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

47.0 ATTACHMENTS:

1. Statement of Work
2. Position Descriptions
3. Reporting Requirements
4. COR Delegation